



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: May 10, 2012

CBCA 1460

WALSH/DAVIS JOINT VENTURE,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Martin R. Salzman of Hendrick Phillips Salzman & Flatt PC, Atlanta, GA, counsel for Appellant.

Dalton F. Phillips and Heather R. Cameron, Office of General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

Before Board Judges **DANIELS** (Chairman), **STERN**, and **HYATT**.

DANIELS, Board Judge.

We have considered on many occasions claims brought by the General Services Administration (GSA) against Walsh/Davis Joint Venture (WDJV), and by WDJV against GSA, under a contract between the two parties for the construction of a complex of buildings in Washington, D.C., to serve as the headquarters of the Department of Justice's Bureau of Alcohol, Tobacco, Firearms and Explosives. On the most recent of these occasions, we held that WDJV is entitled to recover from GSA the costs of cumulative labor inefficiencies incurred by WDJV subcontractor AES Electrical, Inc. d/b/a/ Freestate Electrical Construction Company (Freestate) from November 2006 until the end of the project – but not before

November 2006. *Walsh/Davis Joint Venture v. General Services Administration*, CBCA 1460, 12-1 BCA ¶ 34,968.

The parties have now filed a motion for a stipulated award of money from GSA to WDJV in payment for the cumulative labor inefficiencies incurred by Freestate beginning in November 2006. Rule 25(b) (48 CFR 6101.25(b) (2011)). The motion provides that the amount of the award shall be \$440,000 plus interest, at rates prescribed pursuant to the Contract Disputes Act, 41 U.S.C.A. § 7109(b) (West Supp. 2011), from November 2, 2007, until the date of payment. In the motion, the parties represent that neither will seek reconsideration of or relief from a decision which makes such an award, and neither will appeal such a decision.

Decision

The appeal is **GRANTED IN PART**. We award to Walsh/Davis Joint Venture the agreed-upon amount of \$440,000 plus interest, at rates prescribed pursuant to the Contract Disputes Act, from November 2, 2007, until the date of payment. This money is to be paid from the permanent indefinite judgment fund, 31 U.S.C. § 1304 (2006).

STEPHEN M. DANIELS
Board Judge

We concur:

JAMES L. STERN
Board Judge

CATHERINE B. HYATT
Board Judge